

**HOGAN & HARTSON**  
**L.L.P.**

**Writer's Direct Dial**  
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**COLUMBIA SQUARE**  
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October 26, 1999

*BY HAND DELIVERY*

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, DC 20423

RECORDATION NO.

OCT 27 '99

22495  
FILED

11-00AM

Dear Secretary Williams:

Pursuant to the provisions of 49 U.S.C. § 11301 and in accordance with 49 C.F.R. § 1177, one (1) executed original and one (1) certified copy of a Bill of Sale dated July 1, 1999 are enclosed herewith for filing and recordation.

The names and addresses of the parties to the document are as follows:

Seller: Fifth Third Bank  
38 Fountain Square Plaza  
Cincinnati, OH 45263

Buyer: GATX de Mexico, S.A. de C.V.  
Ruben Dario 281-1801  
Col. Bosques de Chapultepec.  
Mexico, D.F. 11580.  
Mexico

A description of the railroad equipment covered by the document is set forth in Appendix A to the document.

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Mr. Vernon A. Williams

October 26, 1999

Page 2

Also enclosed is a payment in the amount of \$26.00 in order to cover the required recordation fee. Please return to bearer the stamped original and one stamped copy of the Bill of Sale.

Sincerely,

A handwritten signature in cursive script that reads "Bonnie Millar".

Bonnie Millar  
Legal Assistant

BMM/bmm

Enclosures

RECORDATION NO. 22495 FILED

**BILL OF SALE**

OCT 27 '99

11-00AM

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **FIFTH THIRD LEASING COMPANY** ("Seller") does hereby sell, assign, and transfer unto **GATX DE MEXICO, S.A. DE C.V.** (Buyer"), and its successors and assigns, all of the Seller's right, title, and interest in and to the units of railroad rolling stock described in APPENDIX A hereto (the "Equipment").

This Bill of Sale is given pursuant to that certain Purchase and Sale Agreement dated May 6, 1999, by and between Buyer and Seller and neither expands upon nor limits the right and obligations of the parties under the Purchase and Sale Agreement.

The Seller hereby warrants to Buyer, and Buyer's successors and assigns, as follows:

1. That the Seller is the lawful owner of the Equipment and has good, valid, and merchantable title thereto, free and clear of any charge, lien, encumbrance, or other claim or interest of any nature whatsoever; and
2. That the Seller has full power and authority to sell and convey the Equipment; and
3. That the Seller has not executed any other Bill of Sale or other instrument which by its term purports to transfer title to the Equipment, or any interest therein, to any other person or entity.

The Seller further agrees to forever warrant and defend the title to the Equipment unto Buyer, its successors and assigns, against all lawful claims.

**IN WITNESS WHEREOF**, the undersigned has executed this Bill of Sale as of the 1<sup>st</sup> day of July, 1999.

**FIFTH THIRD LEASING COMPANY**

BY: \_\_\_\_\_

David A. Jackson

TITLE: \_\_\_\_\_

Senior Vice President

**BILL OF SALE**

**APPENDIX A**

Four (4), 1988 rebuilt, 70-ton, boxcars bearing reporting marks as follows:

QC 210711  
QC 210725  
QC 210816  
QC 210841

STATE OF OHIO

)


) SS:

COUNTY OF HAMILTON

)

On this 1<sup>st</sup> day of July, 1999, before me the subscriber, Shelley B. Bacon, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named David A. Jackson to me personally known, who stated and acknowledged that he is the Senior Vice President of Fifth Third Leasing Company, an Ohio corporation, and duly authorized by authority of the Board of Directors or By-laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1<sup>st</sup> day of July, 1999.

  
(Notary Signature)

SHELLEY B. BACON  
Notary Public, State of Ohio  
My Commission Expires July 22, 2002

My commission expires:

July 22, 2002

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October 26, 1999

I certify that I have compared the original and this copy of the Bill of Sale, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

Signed:

Bonnie Millar  
Bonnie Millar

BRUSSELS BUDAPEST LONDON MOSCOW PARIS\* PRAGUE\* WARSAW

BALTIMORE, MD COLORADO SPRINGS, CO DENVER, CO LOS ANGELES, CA McLEAN, VA NEW YORK, NY ROCKVILLE, MD  
\\DC-62766/1-#970709 v1

\*Affiliated Office